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Skagit County Auditor

2/6/2004 Page

1 of

6 3:44PM

DOCUMENT TITLE: EASEMENT

GRANTOR: DECEPTION SHORES COMMUNITY ASSOCIATION; RON
RENNEBOHM and DARLA RENNEBOHM, husband and wife

GRANTEE: DECEPTION SHORES COMMUNITY ASSOCIATION; RON
RENNEBOHM and DARLA RENNEBOHM, husband and wife

ABBREVIATED
LEGAL DESCRIPTION: (1) OPEN SPACE AND COMMON AREAS A, B, C, D AND E,
INCLUSIVE, DECEPTION SHORES PLANNED UNIT DEVELOPMENT,
BEING A PORTION OF LOT 2, SP#93-049, IN GOVT LOTS 3, 4, 5 AND 6,
SEC. 24, TWP. 34 N, R 1 E, W.M., SKAGIT COUNTY, WASHINGTON.

(2) LOT 1, SHORT PLAT NO. 93-049, A.F. #9705160066 BEING PTN OF
GOVT LOTS 3, 4 AND 5, SEC. 24, TWP 34N, R1E W.M., SKAGIT
COUNTY, WASHINGTON.

(ADDITIONAL LEGAL DESCRIPTIONS ON PAGE 2 OF DOCUMENT)

ASSESSOR'S TAX
PARCEL NUMBER:

R118294 / 4780-000-001-0000; R118295 / 4780-000-002-0000;
R118296 / 4780-000-003-0000; R118297 / 4780-000-004-0000;
R118298 / 4780-000-005-0000; R118299 / 4780-000-006-0000;
R118300 / 4780-000-007-0000; R118301 / 4780-000-008-0000;
R118302 / 4780-000-009-0000; R118303 / 4780-000-010-0000;
R118304 / 4780-000-011-0000; R118305 / 4780-000-012-0000;
R118306 / 4780-000-013-0000; R118307 / 4780-000-014-0000;
R118308 / 4780-000-015-0000; R118309 / 4780-000-016-0000;
R118310 / 4780-000-017-0000; R118311 / 4780-000-018-0000;
R118312 / 4780-000-019-0000; R118313 / 4780-000-020-0000;
R118314 / 4780-000-021-0000; R118315 / 4780-000-022-0000;
R118316 / 4780-000-023-0000; R118317 / 4780-000-024-0000;
R118318 / 4780-000-025-0000; R118319 / 4780-000-026-0000;
R118320 / 4780-000-027-0000; R118321 / 4780-000-999-0000;
R118322 / 4780-000-999-0100; R118323 / 4780-000-999-0200;
R118324 / 4780-000-999-0300; R118325 / 4780-000-999-0400; and
P19638 - 340124-0-025-0002

**MUTUAL EASEMENT OVER AND ACROSS
SECOND CLASS TIDELANDS**

THIS MUTUAL EASEMENT AGREEMENT is made and entered into this 30th day of January, 2004, by and between, DECEPTION SHORES COMMUNITY ASSOCIATION, a Washington nonprofit corporation, hereinafter referred to as "Association" and RON RENNEBOHM and DARLA RENNEBOHM, husband and wife, hereinafter referred to as the "Rennebohms".

RECITALS:

A. WHEREAS, the Association is the owner of the real property and improvements legally described as:

Open Space and Common Areas A, B, C, D and E, inclusive, DECEPTION SHORES PLANNED UNIT DEVELOPMENT, according to the map thereof recorded September 10, 2001, under Auditor's File No. 200109100117, records of Skagit County, Washington, including the second class tidelands adjacent thereto as situated in Skagit County, Washington; and

B. WHEREAS, the Rennebohms are the owners of the real property and improvements described as:

Lot 1, Short Plat No. 93-049, approved May 12, 1997, recorded May 16, 1997, in Volume 12 of Short Plats, pages 199 and 200, under Auditor's File No. 9705160066, and being a portion of Government Lots 3, 4 and 5, in Section 24, Township 34 North, Range 1 East, W.M., together with tidelands of the second class. Situate in Skagit County, Washington; and

C. WHEREAS, the Association and the Rennebohms are desirous of allowing for the mutual and reciprocal access, ingress and egress over and across



their respective second class tideland parcels of property on the terms and conditions provided herein,

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, which the parties hereto agree is sufficient and adequate consideration for the easements herein granted, and in consideration of the performance of the Association and the Rennebohms of the covenants, terms and conditions hereinafter set forth, the Association and the Rennebohms hereby grant, convey and warrant to each other the following easements:

1. Grant of Easement. The Association hereby grants, warrants and conveys to the Rennebohms and the Rennebohms hereby grant, warrant and convey to the Association the right of access, ingress and egress over and across the tidelands fronting their respective parcels of property to each other for the common benefit of both property owners as to the second class tidelands fronting each other's property as described herein. The Rennebohms do hereby have the right to walk over and across the second class tidelands of the Association, and the lot owners of each of the 27 lots within the Deception Shores PUD, through the Association, shall have the right to walk over and across and upon the second class tidelands adjacent to and part of the Rennebohms' property.

2. Restrictions and Limitations. The easements herein granted by the Association to the Rennebohms and the Rennebohms to the Association is limited and restricted to the right of the lot owners of the Association to walk over, across and upon the second class tidelands of the other. The Association and the lot owners within the Deception Shores PUD agree that they will not use the Rennebohms' second class tidelands for any purpose other than walking upon or crossing the second class tidelands or use the second class tidelands for any



other purpose including but not limited to shellfish harvesting, gatherings or parties, or other uses; and Rennebohms agree that they will not use the Association's second class tidelands for any purpose other than walking upon or crossing the second class tidelands or use the second class tidelands for any other purpose including but not limited to shellfish harvesting, gatherings or parties, or other uses. In addition, both parties agree to observe and comply with reasonable rules or regulations that either party may post in a conspicuous location for the use of the second class tidelands and/or the walking upon or across the second class tidelands; provided, that such reasonable rules or regulations do not restrict access over and across the second class tidelands, rather, such rules and regulations are designed to promote the common enjoyment and access over and across said tidelands. Neither party nor the owners of lots within Deception Shores PUD shall cause or allow any junk, debris or garbage to be placed on the tidelands of the other.

3. The Rennebohms do hereby release, indemnify and promise to defend and save harmless the Association from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the Association in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of the Rennebohms or the Rennebohms' invitees, agents, employees and contractors in the exercise of the rights granted herein; PROVIDED, HOWEVER, this paragraph 3 does not purport to indemnify the Association against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Association or the Association's agents, employees or contractors. The Association does hereby release, indemnify and promise to defend and save harmless the Rennebohms from and



against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the Rennebohms in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of the Association or the Association's invitees, agents, employees and contractors in the exercise of the rights granted herein; PROVIDED, HOWEVER, this paragraph 3 does not purport to indemnify the Rennebohms against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Rennebohms or the Rennebohms' agents, employees or contractors.

DATED this 5th day of January, 2004.



Deception Shores Community Association

By Kathleen A. Brown
Kathleen A. Brown, President

By Rebecca Anne Hall
Rebecca Anne Hall, Secretary

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 06 2004

Amount Paid \$
By: [Signature]
Skagit County Treasurer Deputy

RENNEBOHM:

[Signature]
Ron Rennebohm

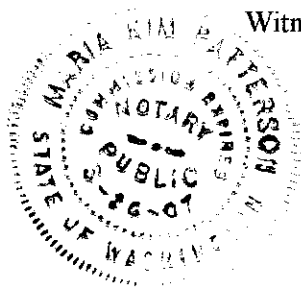
[Signature]
Darla Rennebohm



STATE OF WASHINGTON)
COUNTY OF WHATCOM)^{SS.}

On this 5th day of January, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **KATHLEEN A. BROWN** and **REBECCA ANNE HALL**, to me known to be the President and Secretary, respectively, of **DECEPTION SHORES COMMUNITY ASSOCIATION**, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

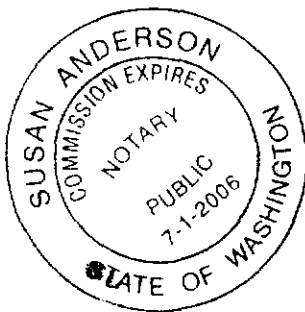


Maria Kim Patterson
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham.
My commission expires 3-26-07.

STATE OF WASHINGTON)
County of Skagit)^{SS.}

This is to certify that on the 30 day of Jan, 2004, before me, the undersigned Notary Public in and for the State of Washington, personally appeared **RON RENNEBOHM** and **DARLA RENNEBOHM**, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Susan Anderson
NOTARY PUBLIC in and for the State of
Washington, residing at Skagit County.
My commission expires 7-1-06.

